

# PRIVACY POLICY

This Privacy Policy describes the policies and procedures of SVG Media Pvt. Ltd., a company incorporated under the Companies Act, 1956 ("We" or "Our" or "Us" or "Company") on the collection, use and disclosure of Your personal information collected through Our technology which may be embedded in the software of the App developed by You and which enables advertisements ("Ads") to be displayed on an electronic instruments (such as mobile phone, laptop, ipad, tablet etc.) once Your App been downloaded and installed on the same.

## YOU

This policy is applicable and binding on you, (if registering as an individual) or the entity you represent (if registering as a business) through any agreement that references this policy as part of its terms and conditions.

Please note that we reserve the right to review and update this Privacy Policy from time-to-time by posting a prominent notice on the homepage of our website ("Site") stating that the Privacy Policy has been changed and updating the effective date of this Privacy Policy. If we make any material changes, we will notify You by means of a notice on this Site prior to the change becoming effective.

We adhere to the following principles to protect privacy of the user of Your App ("User"):

- We do not rent or sell any personally identifiable information to third parties for any purposes.
- Any and all personally identifiable information will be secured with industry standard protocols and technology.

## THIS PRIVACY POLICY ADDRESSES THE FOLLOWING:

- Data Collection & Use
- Protected Information & Prohibitions
- Permitted Disclosures of Adverting Data
- Advertisements
- Business Transfers
- Your Consent
- Service Providers
- Developer Privacy Policy and End User Notice
- Publicity and Confidentiality
- Legal Requirements
- Date Retention
- Sharing of Information
- Miscellaneous
- Definitions

**"Advertising Data"** means all data and information related to Our performance under this Policy, or original agreement or otherwise related to Our providing You with Ads, including but not limited to Ad Response and Ad Performance Data, but excluding Publisher Data and Program Data.

**"Ad Performance Data"** means all information related to the delivery of Ads (e.g., number of Ads served, impressions, clicks, conversions, header information, advertising fee rates, video play duration, video un-mutes, viewing location, and other delivery-specific metrics).

**"Ad Response"** means all information related to any response (or non-response) We provide to an Ad Request (e.g., Ad creative, Ad destination URLs, Ad subject matter (including Advertiser, Advertiser category brand, product and product category), Ad descriptions, and Ad targeting information).

**"Aggregated"** where used with respect to Our data, means a manner or form in which Our data is combined with data from numerous campaigns of numerous Advertisers and precludes identification, directly or indirectly, of any particular Advertiser, brand, product or end user; and where used with respect to Your data, means a manner or form in which Your data is combined with data from numerous mobile properties and precludes identification, directly or indirectly, of any particular technology.

**"Anonymous"** where used with respect to data, means in a manner or form that does not identify or permit identification, association, or correlation of, or with

- (a) Us or Our brands or products,
- (b) any of Our affiliates or their brands or products,
- (c) any Advertiser or their brands or products,
- (d) Our integration platform or
- (e) the program, and where used with respect to Your data, means in a manner or form that does not identify or permit identification, association, or correlation of, or with You, or any of Your Mobile Properties, brands or products.

**"End User Data or Consumer Data"** means information collected from any end user of the Technology that will be

- (a) disclosed or be used in connection with the Program, or
- (b) that may be collected by You, Us, or any Advertiser as a result of any Ads we Provide to You.

**"PII"** (personal identifiable information) means data which, alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, can be used to identify, contact, or precisely locate a natural person or the device.

**"Program Data"** means any data regarding Your Mobile Properties sent as part of Your Program Application (e.g., app category).

**"Publisher Data"** means your pre-existing data that You provide to us for a given impression, including Your Ad Requests.

# 1. COLLECTION & USE OF DATA

- We or a third party will collect, amass and compile Advertising Data, PII and End User Data. In pursuance of the same, you are to follow the procedure as stipulated in Article 8 hereof. The combination of Advertising Data, PII and End User Data may herein be collectively referred to as "Data".
- We, or a Third Party will use such Data pursuance and growth of our business activities, in compliance with all applicable laws, regulations, and industry standards (including, any applicable privacy and security laws, and regulations).
- You shall not provide any traffic that may be communal in nature, stir up religious sentiments, sexually explicit, gender discriminatory, caste-creed discriminatory, racism, defamatory or libellous to any person, organisation etc.
- Explanatory Note: We may use data in aggregate form, that is, as a statistical measure, but not in a manner that would identify the User personally. This type of aggregate data enables us and third parties authorized by us to figure out how often individuals use parts of Our Technology so that we can analyse and improve them. When the User interacts with us through the Technology, We receive and store certain additional information. Such information, which is collected passively using various technologies, may not presently be used to specifically identify the User. Examples include IP addresses, browser types, domain names, and other anonymous statistical data involving the use of Technology by the User.
- You, hereby, accord your consent to the collection, transfer, sharing handling, management, storage, disclosure and other uses of the information of the User by Us as described hereinabove.

# 2. PROTECTED INFORMATION & PROHIBITIONS

- You may not reverse engineer, disassemble or decompile any binary code used in connection with the Program, including any program materials we provide you.
- You will not take any action related to the Program that interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies or other properties or services of ours or of any end user, mobile operator or other third party.
- You acknowledge that Advertising Data is a trade secret of SVG Media Pvt. Ltd. Except as expressly permitted below, and you will not disclose Advertising Data or any other information we provide you for any reason.
- Without limiting the generality of the foregoing, You will not use or permit a third party to use Advertising Data for:
  - i. retargeting a user or creating or appending data to a non-public profile regarding a user;
  - ii. To inform or improve advertising targeting on behalf of any other advertiser or advertising network; or For Your own purposes.

### 3. PERMITTED DISCLOSURE OF ADVERTISING DATA

You may disclose Advertising Data in the following situations:

- to Your employees and affiliates who need to know such information solely to facilitate Your delivery of campaigns under Your original agreement;
- on an Aggregated and Anonymous basis solely for reporting or marketing purposes; and
- to the extent required to comply with a court order, law, or direction by a governmental or regulatory agency, provided that You first provide prior written notice to us of such anticipated disclosure and the opportunity for us to object to such disclosure or to seek confidential treatment of such Advertising Data.

### 4. ADVERTISEMENTS

- SVG Media Pvt. Ltd. does not control, endorse or adopt any Advertisements and makes no representation or warranties of any kind regarding the content of the Advertisements, including, without limitation, regarding the accuracy, completeness or decency of any Advertisement. We are not responsible or liable in any manner for any Advertisements and undertake no responsibility to update or review any Advertisements.
- Third - Party Tracking We use third-party service providers to serve advertisements on across the Internet. These service providers collect IP address and non-personally identifiable or de-identified information of the User about his visits to the various websites in order to serve ads while the User are visiting such web sites. Such non-personally identifiable information is anonymous or de-identified and does not reflect the name, address, e-mail address or other personal information of the User; however the IP address of the User may be collected by such Technology and services. This anonymous or de-identified information is often collected through the use of a web beacon, which is industry-standard technology used by most major websites.

You, hereby, accord Your consent to the collection, transfer, sharing handling, management, storage, disclosure and other uses of the information of the User by Us/third parties as described hereinabove.

### 5. BUSINESS TRANSFERS

- We might inter alia sell or buy businesses or assets. In the event of a corporate sale, merger, reorganization, dissolution or similar event, PII may be part of the transferred assets. You will be notified via email and/or a prominent notice on the Site of any change in ownership or uses of personal information of the Users.

You, hereby, accord Your consent to the collection, transfer, sharing handling, management, storage, disclosure and other uses of the information of the User by Us/third parties as described herein.

## 6. YOUR CONSENT

- You, hereby, accord Your consent to the collection, transfer, sharing handling, management, storage, disclosure and other uses of the information of the User by Us/third parties as described herein.

## 7. SERVICE PROVIDERS

- We, like many businesses, sometimes hire other companies ("Service Providers") to perform certain business-related functions. Examples include mailing information, maintaining databases, and hosting services. When We employ a Service Provider to perform a function of this nature, We provide it with the information that it needs to perform its specific function, which may include PII and other information of the Users collected by Us through the Technology.
- All information that We provide to a Service Provider will be governed by such Service Provider's privacy policies.

## 8. DEVELOPER PRIVACY POLICY AND END USER NOTICE.

Either

- prior to allowing End Users to install the Application (in the Application description);
- at the time data is first collected from a End User; or
- when Your Application is opened for the first time,

You will:

- provide End Users with clear, meaningful, and prominent notice of a legally sufficient privacy policy that describes how You collect, use and disclose information that is collected from End Users, mobile devices through the Application ("End User Data");
- disclose that the Application is ad-supported; and
- disclose Your relationship with SVG Media Pvt. Ltd.

## 9. PUBLICITY AND CONFIDENTIALITY

You will:

- protect and not disclose information made available by us that is identified as confidential or that reasonably should be considered confidential;
- use this information only to fulfill your obligations of your agreement with SVG Media Pvt. Ltd.; and
- either destroy or return all such information to us promptly when the agreement terminates (and, upon request, confirm such destruction in writing).

- for clarity, advertising data is our confidential information and may only be used or disclosed as permitted under this policy. this article covers all confidential information regardless of when you receive it.
- you will not issue any press release or make any other public communication with respect to the provisions of the original agreement, your use of the ads or content, the program or your participation in the program.
- you will not misrepresent or embellish the relationship between you and us or any advertiser (including by expressing or implying that we or they support, sponsor, endorse, or contribute to any charity or other cause), or express or imply any relationship or affiliation between you and us, any advertiser, or any other person or entity except as expressly permitted by the original agreement.

## 10. LEGAL REQUIREMENTS

We may disclose PII of the Users if required to do so by law or in the good faith belief that such action is necessary to

- comply with a legal obligation,
- protect and defend our rights or property,
- act in urgent circumstances to protect the personal safety of users or the public, or
- protect against any legal liability. Moreover, you hereby consent to disclosure of any record or communication to any third party including the government authorities in accordance with the applicable laws.

## 11. DATA RETENTION

- we will retain personal data and the data we process on behalf of users for as long as needed in order to provide our services and as required by the applicable laws.

## 12. SHARING OF INFORMATION

As part of our on-going efforts to deliver the most applicable targeted advertisements to our clients SVG may use PII, log files, web beacons and cookies to collect data from browsers, advertiser and third party sites (“Sites”) to aggregate Information. The information collected is used for targeting purposes only, and enables us to determine which advertisements perform well, allows us to more effectively match advertisements and website content to your interests, assists us in improving the operation of our services, helps us to maintain the quality of our services, enhances our services to our business partners and clients and enables us to provide general statistics to our business partners and clients regarding use of SVG’s services.

In pursuance of the same, SVG shall share your PII information or non-PII information for the limited purposes provided in this privacy policy. This inter alia includes the following:

- To enable third party service providers to assist or facilitate in the services we provide to our client;
- We also may share information with advertisers, publishers and other third parties for marketing purposes.

- To comply with applicable laws and regulations or to respond to a subpoena, search warrant or other lawful request for information received by Us, whether or not a response is required by applicable law;
- To enforce our terms of use or to protect our rights;
- To protect the safety of members of the public and users of the service;
- With vendors, administrative service providers, technology providers, and carefully selected partners for data validation, enhancement, information verification and suppression services or;
- For any other purpose for which you provide consent.

## 13. MISCELLANEOUS

- Other Websites:

The Technology may contain links to third-party owned and/or operated websites. We are not responsible for the privacy practices or the content of such websites. We suggest that You contact these third parties directly for information regarding their privacy, security and data collection and distribution policies prior to providing them with any information.

- Security:

We employ reasonable technical, administrative and physical safeguards to protect the confidentiality and security of personal information of the Users. We use industry-recognized technical safeguards, such as firewalls, and have adopted and implemented security procedures to protect information of Users from loss, misuse or unauthorized alteration. Notwithstanding Our efforts, We cannot guarantee absolute or unqualified protection of such information given the open nature and resulting instability of the Internet and World Wide Web, and We make no representations or warranties as to the effectiveness of our security and assume no liability for security breaches.